and it was the fire that destroyed the goods. The third point is: Was this negligence the proximate cause of the loss of the goods, when it was shown that the cause of the fire was not on account of negligence on the part of the railway company? In answer to this question, the court says: "The neglect and wrongful detention of the goods and that alone exposed them to the fire, and but for that detention, they would not have been destroyed though the fire did occur. Thus it becomes obvious that the negligence of the railway company was the proximate cause of the loss. The casual connection between the failure to deliver the goods and the injury to the plaintiff is complete."

Costs — Who Liable for.— Foster v. *Verner*, 25 Atl. Rep. 174 (Pa.). On the dismissal of a bill in equity it was decreed that the parties should jointly pay the master's fees. The plaintiff was insolvent and hence defendant would be liable for the whole amount. The court held that as the plaintiff failed to sustain his bill it was unjust for defendant to pay all the costs, and the decree should be so modified that each would pay an equal part; for though in this case the master could not recover any portion from the plaintiff, yet it would be unjust to remedy the difficulty by throwing all the costs of the protracted litigation upon the defendant.

Surface Water Drainage — Construction of Railroad.— Staton v. *Norfolk & C. R. Co.*, 16 S. E. Rep. 181 (N. Carolina). The defendant constructed a ditch along its right-of-way, such ditch being necessary to the operation of the road, and carefully constructed. Through this channel, surface water, being diverted from the direction in which it naturally flowed, was conducted and finally emptied into a natural water course, whereby the plaintiff's land was overflowed. The railroad company was held liable for the damage thus inflicted, the court following *Jenkins* v. *Railroad Co.*, 15 S. E. Rep. 193, where it said that "a railroad company enjoys the same privileges as any other land-owner, but no greater, to be exercised under the same restrictions and qualifications." To the proposition urged by the defendant that inasmuch as the legislature had authorized the construction of the road an adjacent proprietor could not recover for any damage incident to such construction, provided the work was necessary and properly done, the court replied that such a ruling would make an exception to the maxim *sic utere tuo*, etc., in favor of railroads. And although North Carolina is the only State in the

Union that does not expressly provide that "private property shall not be taken for public use without just compensation," nevertheless the principles of justice derived from Magna Charta and embodied in the common law of the State must prevail. Moreover, had the immunity from liability, claimed by the railroad, been expressly granted by statute, such legislation would have been in conflict with the constitutional rights of the people, and therefore void. The point urged by the railroad company, and decided against it, seems never before to have been passed upon.

Elections — Destruction of Ballots after Counting — Evidence. — *Commonwealth* v. *Ryan*, 32 N. E. Rep. 349. This was an indictment for altering a ballot in the State election of Massachusetts in the fall of 1891. The statute of Massachusetts provides that the "City and town clerks shall receive the envelopes containing the ballots thrown at any election, sealed as hereinbefore provided, and shall retain them in their care until the requirements of the law have been complied with; and, as soon as may be thereafter, said clerks shall cause such ballots to be destroyed *without examining them*, or *permitting them to be examined.*" The court held that such ballots can be retained for any length of time for the purpose of *defending or supporting a criminal charge*, and that the phrases, "without examining them, or permitting them to be examined" are not applicable in case such ballot is needed to defend or support a criminal charge.

Methods of Calling Meetings Under a City Charter. — *Russell* v. *Wellington et al.*, 31 N. E. Rep. 630 (Mass.).—The decision in this case depended on the construction of a clause in the city charter, viz: the Mayor "may call special meetings of the City councils * * * by causing notice to be left at the usual place of residence of each member of the board." *Query*: Was a meeting legally called where a member was personally notified and not at his residence? The court said: It was required that notice should be left at the member's residence since personal notice might be impossible, but in case of doubt that a written notice so left was good notice whether it was received by the member or not. Personal notice is really the most effectual way of serving, and if sent through the post-office and received by the member on the street it would be as valid as if delivered at his residence. The clause is not mandatory in any such sense as to exclude personal notification. Knowlton J. dissents however, saying: In calling special meet-